

AGREEMENT FOR ARTICULATION BETWEEN

FASHION INSTITUTE OF TECHNOLOGY

BFA degree in Fabric Styling

AND

Bergen Community College

AAS degree in Fashion Apparel Design

I. INTRODUCTION

This articulation agreement (the "Agreement") is made by and between the Fashion Institute of Technology ("FIT"), a community college in the program of the State University of New York ("SUNY"), with offices at Seventh Avenue at 27th Street, New York, NY 10001, and the Bergen Community College, a community college located at 400 Paramus Rd, Paramus, NJ 07652 ("Institution") (each a "Party" and collectively the "Parties"). FIT and the Institution wish to enter into this Agreement pursuant to which students of the Institution's AAS degree in Fashion Apparel Design will be eligible for articulated course credits at FIT in pursuit of a BFA degree in Fabric Styling, according to the terms and conditions contained in this Agreement.

II. OBJECTIVES

This Agreement reflects a collaborative effort between FIT and Institution to:

- Attract qualified students to FIT's BFA degree in Fabric Styling and Institution's AAS degree in Fashion Apparel Design;
- Encourage academic coordination and other faculty/administrative interactions, including curricular reviews and administrative streamlining; and
- Provide for the exchange of information on successes and failures of the articulation program pursuant to this Agreement in order to make improvements.

III. DESCRIPTION OF ARTICULATION PROGRAM

A. Admission Program.

1. Students at Institution who meet the following articulation criteria ("Program Students") are eligible to apply for admission to FIT in its BFA degree in Fabric Styling:
 - i. Successful completion and award of Institution's AAS degree in Fashion Apparel Design;
 - ii. Maintenance of a minimum overall cumulative grade point average of 3.0;
 - iii. Maintenance of a grade of "C" or better in all General Education courses applied to FIT for transfer credits.
2. The final determination of admission of any Program Student will be made by FIT's Office of Admissions in its sole discretion and will include consideration of available space and an assessment of each eligible Program Student's qualifications. [FIT will

accept no more than 10 Program Students pursuant to this Agreement each semester/year.]

3. Institution agrees to promulgate information and to advise interested students at Institution of the provision of general and specific sections of this Agreement.

B. *Acceptance and Application of Credits.*

1. FIT agrees to accept as juniors those Program Students who are offered admission to FIT in its BFA degree in Fabric Styling.
2. FIT will accept as comparable courses for credit and entrance into FIT's BFA degree in Fabric Styling the courses of Institution as set forth in Exhibit A, attached hereto and incorporated as if set forth herein.

- C. *Review.*** This Agreement shall be reviewed by both Parties prior to this Agreement's renewal pursuant to Section IV herein, or whenever substantive changes are made in the curriculum of either Party, whichever is earlier. The Parties agree that as part of this review, faculty and administrative staff from both Parties will confer on matters of curriculum content and other program details.

IV. TERM AND TERMINATION

- A. *Effective Date and Execution.*** This Agreement shall be effective when all parties have executed the Agreement (the "Effective Date"). This Agreement will apply to Program Students seeking to enroll at FIT as of Fall 2018 and in Fall semester thereafter. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- B. *Term and Renewal.*** This Agreement shall run from the Effective Date until June 1, 2020. The Agreement may thereafter be renewed in writing for subsequent two (2) year terms or as otherwise agreed upon by the Parties in writing.
- C. *Termination.*** Either Party may terminate this Agreement at any time upon 60 days written notice to the other Party. If either party chooses to terminate the Agreement, or if the Agreement is not renewed, the parties will honor the Agreement and all of its terms for any Program Student enrolled at FIT as of the date of termination.

V. MISCELLANEOUS

A. *Representations and Warranties.*

1. Each Party represents and warrants that the official executing this Agreement on its behalf is duly authorized to do so, and acknowledges that the other Party is acting in reliance thereon.
2. Each Party warrants that it is accredited by and/or properly recognized by the relevant accrediting and/or regulatory bodies in each Party's jurisdiction. Each Party agrees that it will immediately notify the other Party should such accreditation status change.

- B. **Amendments.** This Agreement may be amended only by written agreement signed by an authorized representative of each Party.
- C. **Disputes.** The Parties shall strive to resolve any dispute in connection with this Agreement through good faith negotiation. In the event that a dispute cannot be resolved through non-judicial negotiation within 120 days after a written request to negotiate, the Parties agree to resolve the issue through final and binding arbitration conducted in the state of New York pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. The number of arbitrators shall be one. Each Party shall bear its own costs of the arbitration.
- D. **Independent Contractor.** The relationship of the Parties is that of independent contractors, and neither Party will hold itself out as being a partner or agent of the other Party.
- E. **Indemnification.** To the extent permitted by applicable law, each Party agrees to defend, indemnify and hold the other Party harmless from any and all claims or damages, including reasonable attorneys' fees, brought by a Program Student, his/her parents, survivors or agents, arising from any negligent acts or omissions or misconduct of the indemnifying party. Neither Party will be liable for any acts or omissions of the other, nor shall either Party be liable for the acts of other FIT or Institution students.
- F. **Assignment.** The Parties will not assign or transfer this Agreement or any right or interest herein.
- G. **Use of Name.** The Parties will not use or adopt names, logos or any identification of the other Party without the other Party's prior written approval by an authorized representative.
- H. **Severability.** If any paragraph or clause of the Agreement is deemed illegal or invalid or void for any reason, it shall be modified to the minimum extent necessary to make it legal or valid, and the remaining paragraphs and clauses of the Agreement will remain in full force and effect.
- I. **Waiver.** The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach hereunder.
- J. **Non-Discrimination.** This Agreement will be implemented by both Parties in accordance with all applicable laws and regulations, and in a manner that does not discriminate against any person on a basis (or perceived basis) of race, color, national origin, religion, sex, sexual orientation, gender identity, pregnancy, genetic disposition/information, citizenship status, age, veteran status or disability, or any other basis prohibited by applicable law.
- K. **Subheadings.** The use of subheadings in this Agreement is strictly for organizational purposes only and shall not be construed to limit, modify or amend the provisions herein.
- L. **Notices.** All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given upon receipt if sent by regular first class mail or by overnight courier to such Party at its address as set forth below:

<p>To FIT: Fashion Institute of Technology Seventh Avenue at 27th Street New York, NY 10001 Attn: Giacomo M. Oliva, Ed.D. Vice President for Academic Affairs</p>	<p>With a copy to: Fashion Institute of Technology Office of the General Counsel Seventh Avenue at 27th Street New York, NY 10001</p>
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To Institution:

Bergen Community College
400 Paramus Road
Paramus, NJ 07652
Attn: William P. Mullaney, PhD
Vice President of Academic Affairs

With a copy to:

Bergen Community College
400 Paramus Road, Room A118
Paramus, NJ 07652
Attn: Dianna O'Connor
Advising & Career Services

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties have caused this Agreement to be executed as follows:


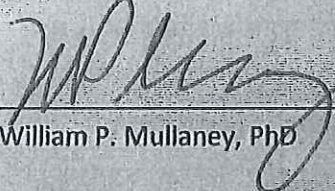
For FIT:	For Bergen Community College:
	
Giacomo M. Oliva, Ed.D.	William P. Mullaney, PhD
Vice President for Academic Affairs	Vice President for Academic Affairs President
5-23-18	5/21/18
Date	Date

EXHIBIT A

Course Equivalency

For eligible Program Students, the following comparable courses will be accepted for credit and entrance into FIT's BFA degree in Fabric Styling.

Bergen Community College AAS degree in Fashion Apparel Design			Fashion Institute of Technology Admissions Eligibility for Bachelor's Degree			
Course #	Course Title	Credits	Course #	Course Title	Credits	FIT GENED/NAS AD/LA
WRT-101	English Composition 1	3	EN 121	English Composition	3	G1
WRT-201 or 202	English Composition II or Technical Writing	3	EN 020	Composition 2/Writing	3	Second English
ANT-101	Cultural Anthropology	3	SS 374	Cross-Cultural Studies	3	G9
ART-102 (rec)	Humanities Elective: History of Art and Visual Culture to 1400	3	HA 111	History of Western Art and Civilization: Ancient Prehistory Through the Middle Ages	3	NASAD Art/design History
ART-103 (rec)	Humanities Elective History of Art and Visual Culture 1400- 1900	3	HA 112	History of Western Art and Civilization: Renaissance to the Modern Era	3	NASAD Art/design History
MAT-130 (rec)	Math, Sci, Tech Elective Contemporary Math	3	MA 161	Mathematical Ideas	3	G2
	<i>Missing Science Elective</i>		SC	<i>Science Elective</i>	3	G3
	<i>Missing G4-G10 Elective</i>			<i>G4-G10 Elective</i>	3	G4-G10
COM-100 or 102*	<i>Speech Communication or Public Speaking</i>	3	EN 241 or 242	<i>Professional Speech Comm. or Public Speaking</i>	3	G1* <i>This would transfer as extra liberal arts elective only</i>
GEN ED/Liberal Arts		21	GEN ED/Liberal Arts		27*	

Additional note:

Applicants from Bergen Community College's Fashion Apparel Design degree to FIT's BFA program in Fabric Styling would be missing one Science course and one General Education course from G4-G10 categories. These courses should be completed before the start of the upper division BFA program in Fabric Styling.